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INTERSERVE, INC., dba TECHCRUNCH  
and CRUNCHPAD, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

INTERSERVE, INC., dba TECHCRUNCH, )  
a Delaware corporation, and CRUNCHPAD, )  
INC., a Delaware corporation, )

Plaintiffs, )

vs. )

FUSION GARAGE PTE. LTD., a Singapore )  
company, )

Defendant. )

Case No. CV-09-5812 JW (PVT)

DECLARATION OF DAVID BLOCH IN  
OPPOSITION TO FUSION GARAGE'S  
MOTION FOR PROTECTIVE ORDER

Date: March 16, 2010  
Time: 10:00 a.m.  
Judge: Hon. Patricia V. Trumbull

1 I, David Bloch, declare under penalty of perjury of the laws of the United States:

2 1. I am an attorney at law duly licensed to practice before all the Courts of the State of  
3 California, and a member in good standing of the Bar of the United States District Court for the  
4 Northern District of California. I am a partner with the law firm of Winston & Strawn LLP, counsel  
5 of record in this action for Plaintiffs.

6 2. On or about January 8, 2010, I spoke with Patrick Doolittle, counsel for Fusion  
7 Garage. Mr. Doolittle requested that TechCrunch identify what trade secrets allegedly were  
8 misappropriated by Fusion Garage. I informed him that TechCrunch does not allege  
9 misappropriation of trade secrets. I also provided him with case citations regarding the common-law  
10 tort of misappropriation of business ideas, which remains a viable cause of action in California  
11 despite the existence of the California Uniform Trade Secrets Act.

12 3. Exhibit A is a true and correct copy of Fusion Garage's responses to TechCrunch's  
13 First Set of Interrogatories. Fusion Garage objected to Interrogatory Nos. 1, 2, 6, and 11 on the  
14 grounds that TechCrunch failed to disclose its trade secrets under California Code of Civil Procedure  
15 Section 2019.210, amongst other objections.

16 4. Exhibit B is a true and correct copy of Fusion Garage's responses to TechCrunch's  
17 Requests for Production of Documents. Fusion Garage objected to Request Nos. 4, 5, 8, 12-26, 31-  
18 34, 36-39, 44-47, and 49 on the grounds that TechCrunch failed to disclose its trade secrets under  
19 California Code of Civil Procedure Section 2019.210, amongst other objections.

20 5. Exhibit C is a true and correct copy of InterServe's response to Fusion Garage's First  
21 Set of Interrogatories, Interrogatory No. 5.

22 6. Exhibit D is a true and correct copy of CrunchPad's response to Fusion Garage's First  
23 Set of Interrogatories, Interrogatory No. 5.

24 7. Exhibit E is a true and correct copy of InterServe and CrunchPad's joint response to  
25 Fusion Garage's First Set of Requests for Production of Documents, Request No. 2.

26 Executed this 23<sup>rd</sup> day of February, 2010, in San Francisco, California.

27  
28   
David S. Bloch

**EXHIBIT A**  
**to**  
**Declaration of David Bloch**

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13 UNITED STATES DISTRICT COURT

14 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

15 INTERSERVE, INC. dba TECHCRUNCH, a  
16 Delaware corporation, and CRUNCHPAD,  
17 INC., a Delaware corporation,

18 Plaintiffs,

19 vs.

20 FUSION GARAGE PTE. LTD, a Singapore  
21 company,

22 Defendant.

CASE NO. 09-cv-5812 JW

**FUSION GARAGE PTE. LTD'S  
RESPONSES TO INTERROGATORIES  
(SET ONE)**

23 PROPOUNDING PARTY: DEFENDANT FUSION GARAGE PTE. LTD

24 RESPONDING PARTY: Plaintiffs INTERSERVE, INC., TECHCRUNCH AND  
25 CRUNCHPAD, INC.

26 SET NO.: ONE

1                                    **PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

2            Pursuant to Federal Rule of Civil Procedure 33, Defendant Fusion Garage ("Fusion  
3 Garage") hereby timely objects and responds to Plaintiffs' First Set of Special Interrogatories as  
4 follows:

5            Each and every Interrogatory is subject to the General Objections and limitations set forth  
6 herein ("General Objections"), in addition to specific objections and limitations set forth in the  
7 respective responses. The General Objections and limitations form part of the response to each  
8 Interrogatory and are set forth to avoid duplication for each response. Fusion Garage makes the  
9 following General Objections to each Interrogatory in Plaintiffs' First Set of Special  
10 Interrogatories:

11            1.        Plaintiffs' Interrogatories seeks trade secret and/or proprietary information but  
12 Plaintiffs have failed to comply with California Code of Civil Procedure § 2019.210 or otherwise  
13 identify their trade secrets. That code section provides that "before commencing discovery  
14 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret  
15 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Economics, Inc. v.*  
16 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §  
17 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
18 particularity, or at all.

19            2.        Fusion Garage objects to each and every Interrogatory to the extent that it calls for  
20 the disclosure of information protected by the attorney-client privilege, the work product doctrine,  
21 or any other applicable privilege. Such information will not be provided in response to Plaintiffs'  
22 Interrogatories, and any inadvertent disclosure thereof shall not be deemed a waiver of any  
23 privilege with respect to such information or of any work product doctrine protections which may  
24 attach hereto.

25            3.        Fusion Garage objects to these Interrogatories to the extent that they purport to  
26 require disclosure of proprietary and confidential information.

27  
28

1           4.     Fusion Garage objects to these Interrogatories to the extent that they may require  
2 the disclosure of proprietary and confidential information of any third parties to whom Fusion  
3 Garage may be under obligations of confidentiality.

4           5.     Fusion Garage objects to these Interrogatories to the extent they are vague,  
5 ambiguous, unintelligible, overly broad, unduly burdensome, oppressive, or harassing, or seek  
6 information that is not relevant to the subject matter of this action nor reasonably calculated to  
7 lead to the discovery of admissible evidence.

8           6.     Fusion Garage objects to these Interrogatories to the extent that they seek  
9 information from documents and things not within the possession, custody or control of Fusion  
10 Garage. An objection on this ground does not constitute a representation or admission that such  
11 information does in fact exist.

12          7.     Fusion Garage further objects to each and every Interrogatory to the extent it  
13 purports to impose a burden of providing information that cannot be found in the course of a  
14 reasonable search. Fusion Garage objects to any Interrogatory or part thereof that purports to  
15 require Fusion Garage to conduct an investigation beyond its current records, or beyond present  
16 agents, employees, and representatives, as such Interrogatory is unduly burdensome.

17          8.     Fusion Garage objects to each and every Interrogatory to the extent that it calls for  
18 the disclosure of information that is the subject of expert testimony and the parties have not yet  
19 engaged in expert discovery or exchanged expert witness reports.

20          9.     Fusion Garage has not fully completed its investigation of the facts that are relevant  
21 to this case. In addition, Fusion Garage has not fully completed discovery in this action and has  
22 not completed its preparation for trial. All of the following responses are based solely upon such  
23 information that is presently available and specifically known to Fusion Garage. Thus, Fusion  
24 Garage's responses are made without prejudice to Fusion Garage's right subsequently to add,  
25 modify or otherwise change or amend these responses. Accordingly, Fusion Garage reserves the  
26 right to change any of its objections and/or responses to the Interrogatories as new information is  
27 discovered. Furthermore, Fusion Garage specifically reserves the right to:  
28

1 (a) introduce other information, documents and things in this action that it may  
2 discover or upon which it may come to rely at the time of trial;

3 (b) use at trial in this action documents or things that it may later determine to  
4 have been responsive to Plaintiffs' requests; and

5 (c) revise, correct, supplement, or clarify any of its written responses at any  
6 time..

7 The foregoing General Objections are hereby incorporated into each and every  
8 objection/response below. Subject to, preserving, and without waiving the General Objections,  
9 Fusion Garage responds as follows:

10 **RESPONSES TO INTERROGATORIES**

11  
12 **INTERROGATORY NO. 1:**

13 Identify all components (hardware and software) in the JooJoo devices that you have  
14 exhibited or delivered, or plan to exhibit or deliver, to any person.

15  
16 **RESPONSE TO INTERROGATORY NO. 1:**

17 Fusion Garage incorporates by reference the General Objections set forth above, as if fully  
18 stated herein. Fusion Garage further objects to this Interrogatory on the following grounds:

19 1. This Interrogatory seeks trade secret and/or proprietary information but Plaintiffs  
20 have failed to comply with California Code of Civil Procedure § 2019.210. That code section  
21 provides that "before commencing discovery relating to the trade secret, the party alleging the  
22 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §  
23 2019.210; *see also Computer Economics, Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992  
24 (S.D. Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their  
25 alleged trade secret(s) with the required particularity, or at all.

26 2. Fusion Garage objects that Plaintiffs served this Interrogatory before it made any  
27 identification or disclosure of the alleged trade secret(s) at issue, much less an adequate  
28

1 identification. Accordingly, Plaintiffs commenced discovery relating to the trade secret(s)  
2 prematurely. Cal. Civ. Proc. § 2019.210.

3 3. Fusion Garage objects that this Interrogatory is vague and ambiguous and assumes  
4 facts not in evidence.

5 4. Fusion Garage objects to this Interrogatory because it seeks information that is  
6 neither relevant nor reasonably calculated to lead to the discovery of admissible information.

7 5. Fusion Garage objects to this Interrogatory to the extent that it calls for the  
8 disclosure of information protected by the attorney-client privilege, the attorney work product  
9 doctrine, or any other applicable privilege.

10 6. Fusion Garage further objects that this interrogatory is overbroad, vague and  
11 ambiguous.

12 7. Fusion Garage objects to the definitions that this Interrogatory contains, including  
13 the definition of the word "you" which renders this Interrogatory vague, ambiguous, and  
14 unintelligible.

15

16 **INTERROGATORY NO. 2:**

17 Identify all persons who participate, or have participated in, the design of, or the supply of  
18 components for, the JooJoo devices that you have exhibited or delivered or plan to deliver to any  
19 persons.

20

21 **RESPONSE TO INTERROGATORY NO. 2:**

22 Fusion Garage incorporates by reference the General Objections set forth above, as if fully  
23 stated herein. Fusion Garage further objects to this Interrogatory on the following grounds:

24 1. This Interrogatory seeks trade secret and/or proprietary information but Plaintiffs  
25 have failed to comply with California Code of Civil Procedure § 2019.210. That code section  
26 provides that "before commencing discovery relating to the trade secret, the party alleging the  
27 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §  
28 2019.210; *see also Computer Economics, Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992

1 (S.D. Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their  
2 alleged trade secret(s) with the required particularity, or at all.

3 2. Fusion Garage objects that Plaintiffs served this Interrogatory before it made any  
4 identification or disclosure of the alleged trade secret(s) at issue, much less an adequate  
5 identification. Accordingly, Plaintiffs commenced discovery relating to the trade secret(s)  
6 prematurely. Cal. Civ. Proc. § 2019.210.

7 3. Fusion Garage objects that this Interrogatory is vague and ambiguous and assumes  
8 facts not in evidence.

9 4. Fusion Garage objects to this Interrogatory because it seeks information that is  
10 neither relevant nor reasonably calculated to lead to the discovery of admissible information.

11 5. Fusion Garage objects to this Interrogatory to the extent that it calls for the  
12 disclosure of information protected by the attorney-client privilege, the attorney work product  
13 doctrine, or any other applicable privilege.

14 6. Fusion Garage further objects that this interrogatory is overbroad, vague and  
15 ambiguous.

16 7. Fusion Garage objects to the definitions that this Interrogatory contains, including  
17 the definitions of the word "you" and "Identify."

18  
19 **INTERROGATORY NO. 3:**

20 Identify all persons whom you have employed or engaged who have communicated with  
21 any persons whom Plaintiffs have employed or engaged.

22  
23 **RESPONSE TO INTERROGATORY NO. 3:**

24 Fusion Garage incorporates by reference the General Objections set forth above, as if fully  
25 stated herein. Fusion Garage further objects to this Interrogatory on the following grounds:

26 1. This interrogatory is vague, ambiguous and unintelligible. Among other  
27 deficiencies, the definition of the word "you" renders this Interrogatory vague and ambiguous as it  
28 is defined to include Fusion Garage, "and any persons controlled by or acting on behalf of either

1 of Fusion Garage Pte. Ltd, including without limitation all past and present licensees, agents,  
2 attorneys...and their agents, officers, directors, employees, representatives and attorneys.”

3 2. Fusion Garage objects to the definitions that this Interrogatory contains, including  
4 the definitions of the word “you” and “Identify.”

5 Subject to, and without waiving the foregoing objections, Fusion Garage responds as  
6 follows:

7 Chandrasekar Rathakrishnan  
8 [chandra@fusiongarage.com](mailto:chandra@fusiongarage.com)  
CEO & Founder

9 Stuart Tan  
10 [stuart@fusiongarage.com](mailto:stuart@fusiongarage.com)  
Director, Hardware

11 KS Tan  
12 [kstan@fusiongarage.com](mailto:kstan@fusiongarage.com)  
Senior Technical Lead, Hardware

13 Arul Prasad  
14 [arulprasad@fusiongarage.com](mailto:arulprasad@fusiongarage.com)  
Lead Engineer

15 Deepak TVS  
16 [tvdeepak@fusiongarage.com](mailto:tvdeepak@fusiongarage.com)  
Lead Engineer

17 Giles Saunders  
18 [giles@fusiongarage.com](mailto:giles@fusiongarage.com)  
Lead Designer

19 Philip Ng  
20 [philip@fusiongarage.com](mailto:philip@fusiongarage.com)  
Senior Lead Engineer

21  
22 **INTERROGATORY NO. 4:**

23 Identify all persons who participate in the processing of transactions involving preorders,  
24 orders, or payments for preorders, orders, sales, or leases of your products, including but not  
25 limited to JooJoo devices.  
26  
27  
28

1 **RESPONSE TO INTERROGATORY NO. 4:**

2 Fusion Garage incorporates by reference the General Objections set forth above, as if fully  
3 stated herein. Fusion Garage further objects to this Interrogatory on the following grounds:

- 4 1. This Interrogatory is vague and ambiguous.  
5 2. This Interrogatory seeks information that is not within Fusion Garage's knowledge.  
6 3. This Interrogatory is overbroad and unduly burdensome.  
7 4. Fusion Garage objects to the definitions that this Interrogatory contains, including  
8 the definitions of the word "your" and "Identify."

9 Subject to, and without waiving the foregoing objections, Fusion Garage responds as  
10 follows: PayPal and Chandrasekar Rathakrishnan  
11

12 **INTERROGATORY NO. 5:**

13 Identify all financial accounts in which you have an interest.  
14

15 **RESPONSE TO INTERROGATORY NO. 5:**

16 Fusion Garage incorporates by reference the General Objections set forth above, as if fully  
17 stated herein. Fusion Garage further objects to this Interrogatory on the following grounds:

- 18 1. Fusion Garage objects that this Interrogatory seeks the disclosure of private  
19 financial information.  
20 2. Fusion Garage objects that, because this Interrogatory uses the term "you" and the  
21 term "you" is defined to include Fusion Garage personnel (and attorneys), this interrogatory seeks  
22 information that would violate privacy rights and further seeks information that is neither relevant  
23 nor reasonably calculated to lead to the discovery of admissible evidence.  
24 3. Fusion Garage objects to this Interrogatory because it seeks information that is  
25 neither relevant nor reasonably calculated to lead to the discovery of admissible information.  
26 4. Fusion Garage further objects that this interrogatory is overbroad, vague and  
27 ambiguous.  
28

1           5.     Fusion Garage objects to the definitions that this Interrogatory contains, including  
2 the definitions of the word "you" and "Identify."

3           Subject to, and without waiving the foregoing objections, Fusion Garage responds as  
4 follows: Fusion Garage maintains a bank account at OCBC Bank. Fusion Garage's account  
5 information and account number is confidential and not relevant to this action.  
6

7 **INTERROGATORY NO. 6:**

8           Identify all payments by others to you or for your benefit in connection with the  
9 development, marketing, preorders, orders, sales, leases, or deliveries of the JooJoo.  
10

11 **RESPONSE TO INTERROGATORY NO. 6:**

12           Fusion Garage incorporates by reference the General Objections set forth above, as if fully  
13 stated herein. Fusion Garage further objects to this Interrogatory on the following grounds:

14           1.     Fusion Garage objects that this Interrogatory seeks the disclosure of private and  
15 confidential customer information.

16           2.     Fusion Garage objects that, because this Interrogatory uses the term "you" and the  
17 term "you" is defined to include Fusion Garage personnel, this interrogatory seeks information  
18 that would violate privacy rights and further seeks information that is neither relevant nor  
19 reasonably calculated to lead to the discovery of admissible evidence.

20           3.     This Interrogatory seeks trade secret and/or proprietary information but Plaintiffs  
21 have failed to comply with California Code of Civil Procedure § 2019.210. That code section  
22 provides that "before commencing discovery relating to the trade secret, the party alleging the  
23 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §  
24 2019.210; *see also Computer Economics, Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992  
25 (S.D. Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their  
26 alleged trade secret(s) with the required particularity, or at all.

27           4.     Fusion Garage objects that Plaintiffs served this Interrogatory before it made any  
28 identification or disclosure of the alleged trade secret(s) at issue, much less an adequate

1 identification. Accordingly, Plaintiffs commenced discovery relating to the trade secret(s)  
2 prematurely. Cal. Civ. Proc. § 2019.210.

3 5. Fusion Garage objects to this Interrogatory because it seeks information that is  
4 neither relevant nor reasonably calculated to lead to the discovery of admissible information.

5 6. Fusion Garage further objects that this interrogatory is overbroad, vague and  
6 ambiguous.

7 7. Fusion Garage objects to the definitions that this Interrogatory contains, including  
8 the definitions of the word "you" and "Identify."

9 Subject to, and without waiving the foregoing objections, Fusion Garage provides the  
10 following information, which is a partial list, as it is already in the public domain: Dr. Bruce Lee  
11 and CSL Group.

12  
13 **INTERROGATORY NO. 7:**

14 Identify all promises that Plaintiffs, or persons acting on their behalf, made to you that  
15 Plaintiffs did not fulfill.

16  
17 **RESPONSE TO INTERROGATORY NO. 7:**

18 Fusion Garage incorporates by reference the General Objections set forth above, as if fully  
19 stated herein. Fusion Garage further objects to this Interrogatory on the following grounds:

20 1. Fusion Garage objects to this Interrogatory because it seeks information that is  
21 neither relevant nor reasonably calculated to lead to the discovery of admissible information.

22 Fusion Garage is the Defendant in this matter and has not yet asserted a counter-claim.

23 Accordingly, Plaintiffs' unfilled promises are not presently relevant.

24 2. Fusion Garage further objects that this interrogatory is overbroad, vague and  
25 ambiguous.

26 3. Fusion Garage objects to the definitions that this Interrogatory contains, including  
27 the definitions of the word "you" and "Identify."

28

1 Subject to, and without waiving the foregoing objections, Fusion Garage identifies the  
2 following subject matters of promises or representations that TechCrunch and/or CrunchPad, Inc.  
3 and/or Michael Arrington made: (i) Plaintiffs would acquire Fusion Garage; (ii) Plaintiffs would  
4 send a revised term sheet which was never forthcoming; (iii) Plaintiffs would raise funding  
5 required for the project and to acquire Fusion Garage; (iv) Plaintiffs would undertake all expenses  
6 of the acquired/merged entity; (v) Plaintiffs would build hardware and undertake all hardware-  
7 related expenses; (vi) Plaintiffs would build the necessary team.

8  
9 **INTERROGATORY NO. 8:**

10 Identify all representations that Plaintiffs, or persons acting on their behalf, made to you or  
11 to your personnel that were false or misleading.

12  
13 **RESPONSE TO INTERROGATORY NO. 8:**

14 Fusion Garage incorporates by reference the General Objections set forth above, as if fully  
15 stated herein. Fusion Garage further objects to this Interrogatory on the following grounds:

16 1. Fusion Garage objects to this Interrogatory because it seeks information that is  
17 neither relevant nor reasonably calculated to lead to the discovery of admissible information.  
18 Fusion Garage is the Defendant in this matter and has not yet asserted a counter-claim.  
19 Accordingly, Plaintiffs' unfilled promises are not presently relevant.

20 2. Fusion Garage further objects that this interrogatory is overbroad, vague and  
21 ambiguous.

22 3. Fusion Garage objects to the definitions that this Interrogatory contains, including  
23 the definitions of the word "you" and "Identify."

24 Subject to, and without waiving the foregoing objections, Fusion Garage identifies the  
25 following subject matters of promises or representations that TechCrunch and/or CrunchPad, Inc.  
26 and/or Michael Arrington made: (i) Plaintiff(s) would acquire Fusion Garage; (ii) Plaintiff(s)  
27 would send a revised term sheet which was never forthcoming; (iii) Plaintiff(s) would raise  
28 funding required for the project and to acquire Fusion Garage; (iv) Plaintiff(s) would undertake all

1 expenses of the acquired/merged entity; (v) Plaintiff(s) would build hardware and undertake all  
2 hardware-related expenses; (vi) Plaintiff(s) would build the necessary team; (vii) Plaintiff(s)  
3 represented that funding would not be problematic in light of TechCrunch's reputation; (viii)  
4 Plaintiff(s) represented that their established valuation was approximately \$10 million and had  
5 investors and funding place; (ix) Plaintiff(s) represented that hardware development would not be  
6 problematic or a challenge and that they had the right support/team in place to build the hardware;  
7 (x) representations that the project was on track when internally it was deemed "dead"; (xi)  
8 Plaintiff(s) made numerous representations that they wanted to acquire Fusion Garage while  
9 internally deeming the project "dead"; (xii) Plaintiff(s) represented that the hardware at issue  
10 could be built for approximately \$200; (xiii) Plaintiff(s) represented that they deep hardware  
11 connections and could locate and collaborate with hardware partners to build a device to required  
12 specifications and price; (xiv) Nik Cubrilovic suggested he was Chief Technology Officer of  
13 TechCrunch; and (xv) Plaintiff(s) represented that a major retailer was in place and prepared to  
14 offer/distribute the device for no cost.

15

16 **INTERROGATORY NO. 9:**

17 Identify all persons who participate or have participated in your advertising, promotion,  
18 marketing, or publicity regarding your company's commercial activities, including your  
19 participation in and termination of the CrunchPad project and your development, advertising,  
20 promotion, marketing, offer for sale or lease or order, or sale or lease or order of JooJoo devices.

21

22 **RESPONSE TO INTERROGATORY NO. 9:**

23 Fusion Garage incorporates by reference the General Objections set forth above, as if fully  
24 stated herein. Fusion Garage further objects to this Interrogatory on the following grounds:

25 1. Fusion Garage objects to this Interrogatory because it seeks information that is  
26 neither relevant nor reasonably calculated to lead to the discovery of admissible information.

27 2. Fusion Garage objects to the definitions that this Interrogatory contains, including  
28 the definitions of the word "your" and "Identify."

1           3.       Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as  
2 it purports to encompass Fusion Garage's products, including the JooJoo.

3           Subject to, and without waiving the foregoing objections, Fusion Garage responds as  
4 follows: Chandrasekar Rathakrishnan and McGrath/Power.

5  
6 **INTERROGATORY NO. 10:**

7           Identify all persons who have invested in your equity, debt, or other securities and the  
8 amounts each of them have invested.

9  
10 **RESPONSE TO INTERROGATORY NO. 10:**

11           Fusion Garage incorporates by reference the General Objections set forth above, as if fully  
12 stated herein. Fusion Garage further objects to this Interrogatory on the following grounds:

13           1.       Fusion Garage objects that this Interrogatory seeks the disclosure of private  
14 financial information.

15           2.       Fusion Garage objects that, because this Interrogatory uses the term "you" and the  
16 term "you" is defined to include Fusion Garage personnel, this interrogatory seeks information  
17 that would violate privacy rights and further seeks information that is neither relevant nor  
18 reasonably calculated to lead to the discovery of admissible evidence.

19           3.       Fusion Garage objects to this Interrogatory because it seeks information that is  
20 neither relevant nor reasonably calculated to lead to the discovery of admissible information.

21           4.       Fusion Garage further objects that this interrogatory is overbroad, vague and  
22 ambiguous.

23           5.       Fusion Garage objects to the definitions that this Interrogatory contains, including  
24 the definitions of the word "you" and "Identify."

25           Subject to, and without waiving the foregoing objections, Fusion Garage provides the  
26 following information, which is a partial list, as it is already in the public domain: Dr. Bruce Lee  
27 and CSL Group.

1 **INTERROGATORY NO. 11:**

2 Identify all orders, pre-orders, sales, leases, and deliveries of the JooJoo devices.  
3

4 **RESPONSE TO INTERROGATORY NO. 11:**

5 Fusion Garage incorporates by reference the General Objections set forth above, as if fully  
6 stated herein. Fusion Garage further objects to this Interrogatory on the following grounds:

7 1. Fusion Garage objects that this Interrogatory seeks the disclosure of private and  
8 confidential customer and financial information.

9 2. Fusion Garage objects that, because this Interrogatory uses the term "you" and the  
10 term "you" is defined to include Fusion Garage personnel, this interrogatory seeks information  
11 that would violate privacy rights and further seeks information that is neither relevant nor  
12 reasonably calculated to lead to the discovery of admissible evidence.

13 3. This Interrogatory seeks trade secret and/or proprietary information but Plaintiffs  
14 have failed to comply with California Code of Civil Procedure § 2019.210. That code section  
15 provides that "before commencing discovery relating to the trade secret, the party alleging the  
16 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §  
17 2019.210; *see also Computer Economics, Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992  
18 (S.D. Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified its  
19 alleged trade secret(s) with the required particularity, or at all.

20 4. Fusion Garage objects that Plaintiffs served this Interrogatory before it made any  
21 identification or disclosure of the alleged trade secret(s) at issue, much less an adequate  
22 identification. Accordingly, Plaintiffs commenced discovery relating to the trade secret(s)  
23 prematurely. Cal. Civ. Proc. § 2019.210.

24 5. Fusion Garage objects to this Interrogatory because it seeks information that is  
25 neither relevant nor reasonably calculated to lead to the discovery of admissible information.

26 6. Fusion Garage further objects that this interrogatory is overbroad, vague and  
27 ambiguous.  
28

1           7.     Fusion Garage objects to the definitions that this Interrogatory contains, including  
2 the definitions of the word "Identify."  
3

4 **INTERROGATORY NO. 12:**

5           State the revenues you have received from orders, pre-orders, sales, leases, and deliveries  
6 of the JooJoo devices.  
7

8 **RESPONSE TO INTERROGATORY NO. 12:**

9           1.     Fusion Garage objects that this Interrogatory seeks the disclosure of private and  
10 confidential financial information.

11           2.     Fusion Garage objects to this Interrogatory because it seeks information that is  
12 neither relevant nor reasonably calculated to lead to the discovery of admissible information.

13           3.     Fusion Garage objects to the definitions that this Interrogatory contains, including  
14 the definitions of the word "you."

15 DATED: February 5, 2010

QUINN EMANUEL URQUHART OLIVER &  
HEDGES, LLP

17  
18 By 

Patrick Doolittle

Attorneys for Defendant FUSION GARAGE  
PTE. LTD  
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**VERIFICATION**

I, Chandrasekar Rathakrishnan, am Chief Executive Officer at FusionGarage Pte. Ltd. and am authorized to make this verification on its behalf. I have read Fusion Garage Pte. Ltd's Responses to Interrogatories (Set One) and know its contents. I am informed and believe that the matters stated therein are true and on that ground declare under penalty of perjury under the laws of the United States of America that the same are true and correct.

Executed on February 5<sup>th</sup>, 2010 in Singapore



Chandrasekar Rathakrishnan

**EXHIBIT B**  
**to**  
**Declaration of David Bloch**

1 QUINN EMANUEL URQUHART OLIVER & HEDGES, LLP

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12 Attorneys for Defendant Fusion Garage PTE. Ltd.

13 UNITED STATES DISTRICT COURT

14 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

15 INTERSERVE, INC. dba TECHCRUNCH, a  
16 Delaware corporation, and CRUNCHPAD,  
17 INC., a Delaware corporation,

18 Plaintiffs,

19 vs.

20 FUSION GARAGE PTE. LTD, a Singapore  
21 company,

22 Defendant.

CASE NO. 09-cv-5812 JW

**RESPONSES TO REQUESTS FOR  
PRODUCTION OF DOCUMENTS  
SERVED ON DEFENDANT FUSION  
GARAGE PTE. LTD.**

23 Pursuant to Rules 26 and 34(b) of the Federal Rules of Civil Procedure, and Section  
24 2019.210 of the California Code of Civil Procedure, Defendant Fusion Garage PTE. Ltd. hereby  
25 submits the following objections and responses to Plaintiffs Interserve, Inc., TechCrunch and  
26 CrunchPad, Inc.'s Requests For Production Of Documents And Things.

27 **GENERAL OBJECTIONS**

28 Fusion Garage generally objects to these Requests For Production Of Documents  
("requests") on each and every one of the following grounds, which are incorporated into and  
made a part of Fusion Garage's response to each and every individual request:

1           1.       Fusion Garage objects to each request, definition, and instruction to the extent it  
2 seeks to impose obligations upon Fusion Garage not contained in or permitted by the Federal  
3 Rules of Civil Procedure.

4           2.       Fusion Garage objects to each request to the extent that Plaintiffs are seeking  
5 discovery of Defendant's trade secrets and/or proprietary information prior to Plaintiffs'  
6 identification of the alleged trade secrets or proprietary information that Defendant allegedly  
7 misappropriated. As discussed in Defendant's Motion to Dismiss, Motion to Strike, and Motion  
8 for a More Definite Statement (Dkt. 20), Plaintiff's complaint is essentially a trade secret  
9 complaint under different labeling, and the requirements of Section 2019.210 therefore apply to  
10 this complaint and any discovery relating thereto.

11           3.       Fusion Garage objects to each request to the extent it seeks information regarding  
12 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
13 Fusion Garage agrees to produce in response to these requests shall not be deemed an admission  
14 as to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to,  
15 the alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use these  
16 requests to elicit a response or objection that a Fusion Garage product is, or is related to, the  
17 CrunchPad.

18           4.       Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as  
19 it purports to encompass Fusion Garage's products, including the JooJoo.

20           5.       Fusion Garage objects to each request to the extent that it calls for production or  
21 disclosure of confidential, business sensitive and/or proprietary information. Such documents will  
22 be produced only upon the condition of, and in reliance upon, the entry of an appropriate  
23 protective order by the Court and after Plaintiffs identify their alleged trade secrets with  
24 particularity.

25           6.       Fusion Garage objects to each request to the extent that it is vague, ambiguous,  
26 unduly burdensome, harassing and/or seeking information which is neither relevant nor reasonably  
27 calculated to lead to the discovery of admissible evidence. Fusion Garage objects to the  
28 definitions that purport to frame the requests as vague, ambiguous and overbroad.

1           7.       Fusion Garage objects to each request to the extent that it is overbroad.

2           8.       Fusion Garage objects to each request to the extent that it calls for the disclosure of  
3 information subject to the attorney-client privilege, the work-product doctrine, or any other  
4 applicable privileges. Any such documents will not be provided in response to the request and any  
5 inadvertent production of any such document shall not be deemed a waiver of any privilege  
6 applicable to the document or of the work-product doctrine as applied thereto.

7           9.       Fusion Garage objects to each request to the extent that it seeks the production of  
8 documents that are available from another source, in particular Plaintiffs. An objection on this  
9 ground does not constitute a representation or admission that such information does in fact exist.

10          10.       Fusion Garage objects to each request to the extent that it seeks responses which  
11 involve the disclosure of information and/or documents that would invade the privacy rights of  
12 third persons. Fusion Garage is not authorized to and cannot waive these third persons' privacy  
13 rights.

14          11.       Each of the following responses are expressly made subject to the above General  
15 Objections, all of which are incorporated in each of the following objections to specific requests.

16                               **OBJECTIONS TO SPECIFIC REQUESTS**

17 **REQUEST FOR PRODUCTION NO. 1:**

18           All documents constituting or concerning any communications with Michael Arrington,  
19 Heather Harde, Louis Monier, Nik Cubrilovic, Brian Kindle, or TechCrunch.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

21           Fusion Garage incorporates each of its General Objections as expressly set forth therein.

22           Fusion Garage objects to this request on the ground that it is vague and ambiguous, as it  
23 does not specify the other party to the requested communications. Without specifying the other  
24 party, Fusion Garage cannot determine which communications are being requested.

25           Fusion Garage further objects to this request on the ground that it seeks confidential,  
26 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
27 in this action.

28

1 Fusion Garage further objects to this request to the extent that it seeks information that is  
2 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

3 Fusion Garage further objects to this request on the ground that it is unduly burdensome  
4 and overbroad with respect to scope and time.

5 Subject to the foregoing general and specific objections, Fusion Garage will produce any  
6 non-privileged responsive documents within its possession, custody, or control, upon entry of a  
7 protective order.

8  
9 REQUEST FOR PRODUCTION NO. 2:

10 All documents constituting or concerning communications relating to Michael Arrington,  
11 Heather Harde, Louis Monier, Nik Cubrilovic, Brian Kindle, or TechCrunch.

12 RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

13 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

14 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
15 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
16 action.

17 Fusion Garage further objects to this request on the ground that it seeks information  
18 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
19 privileges.

20 Fusion Garage further objects to this request to the extent that it seeks information that is  
21 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

22 Fusion Garage further objects to this request on the ground that it is unduly burdensome  
23 and overbroad with respect to scope and time.

24 Fusion Garage further objects to this request on the ground that it is vague and ambiguous  
25 as to the term "concerning communications."

26 Subject to the foregoing general and specific objections, Fusion Garage will produce any  
27 non-privileged documents within its possession, custody, or control that are responsive to Request  
28 for Production No. 1.

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REQUEST FOR PRODUCTION NO. 3:

All documents concerning TechCrunch personnel, including but not limited to Michael Arrington, Heather Harde, Louis Monier, Nik Cubrilovic, and Brian Kindle.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Fusion Garage incorporates each of its General Objections as expressly set forth therein.

Fusion Garage objects to this request on the ground that no protective order is in place in this action.

Fusion Garage further objects to this request on the ground that it seeks information protected by the attorney-client privilege, the work-product doctrine, and other applicable privileges.

Fusion Garage further objects to this request to the extent that it seeks information that is in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

Fusion Garage further objects to this request on the ground that it is unduly burdensome, harassing, and overbroad with respect to scope.

Fusion Garage further objects to this request on the ground that it seeks information the disclosure of which would violate the privacy rights of individuals who are not parties to this action.

Subject to the foregoing general and specific objections, Fusion Garage will produce any non-privileged documents within its possession, custody, or control that are responsive to Request for Production No. 1.

REQUEST FOR PRODUCTION NO. 4:

All documents concerning work by you or on your behalf to develop a tablet computer before September 10, 2008.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Fusion Garage incorporates each of its General Objections as expressly set forth therein.

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
3 action.

4 Fusion Garage objects that this request seeks trade secret and/or proprietary information of  
5 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §  
6 2019.210, or otherwise identify the trade secrets or proprietary information they contend  
7 Defendant misappropriated. That code section provides that "before commencing discovery  
8 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret  
9 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*  
10 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §  
11 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity  
12 (or at all).

13 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
14 harassing, and overbroad with respect to scope.

15 Fusion Garage further objects to this request on the ground that it seeks information  
16 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
17 privileges.

18 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.  
19

20 REQUEST FOR PRODUCTION NO. 5:

21 All documents concerning work by you or on your behalf to develop a tablet computer  
22 separately from TechCrunch or Michael Arrington.

23 RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

24 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

25 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
26 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
27 action.  
28

1 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
2 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
3 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
4 contend Defendant misappropriated. That code section provides that "before commencing  
5 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
6 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
7 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
8 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
9 particularity (or at all).

10 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
11 harassing, and overbroad with respect to scope.

12 Fusion Garage further objects to this request on the ground that it seeks information  
13 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
14 privileges.

15 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.  
16

17 REQUEST FOR PRODUCTION NO. 6:

18 Documents sufficient to identify all past and present Fusion Garage personnel, including  
19 officers, directors, employees, advisors (including investors who have offered advice), and  
20 independent contractors.

21 RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

22 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

23 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
24 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
25 action.

26 Fusion Garage further objects to this request on the ground that it seeks information the  
27 disclosure of which would violate the privacy rights of individuals who are not parties to this  
28 action.

1 Fusion Garage further objects to this request on the ground that it is vague and ambiguous  
2 as to the term "advisors."

3 Fusion Garage further objects to this request on the grounds that it seeks information  
4 which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

5 Subject to the foregoing general and specific objections, Fusion Garage will produce non-  
6 privileged documents within its possession, custody, or control that are sufficient to identify  
7 Fusion Garage's employees, officers, and directors.

8

9 REQUEST FOR PRODUCTION NO. 7:

10 Documents sufficient to identify all persons who have participated in the development,  
11 design, manufacturing, documentation, marketing, advertising and promotion of the CrunchPad, or  
12 in the planning for any of those activities.

13 RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

14 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

15 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
16 purports to encompass Fusion Garage's products, including the JooJoo.

17 Fusion Garage further objects to this request to the extent it seeks information regarding  
18 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
19 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
20 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the  
21 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
22 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

23 Fusion Garage further objects to this request on the ground that it assumes facts not in  
24 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
25 that there is no such device.

26 Fusion Garage further objects to this request to the extent that it seeks information that is  
27 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert  
28 that the CrunchPad is their device.

1 REQUEST FOR PRODUCTION NO. 8:

2 Documents sufficient to identify all persons who have participated in the development,  
3 design, manufacturing, documentation, marketing, advertising and promotion of the JooJoo, or in  
4 the planning for any of those activities.

5 RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

6 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

7 Fusion Garage objects to this request on the ground that it seeks information which is  
8 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

9 Fusion Garage further objects to this request on the ground that it seeks confidential,  
10 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
11 in this action.

12 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
13 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
14 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
15 contend Defendant misappropriated. That code section provides that "before commencing  
16 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
17 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
18 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
19 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
20 particularity (or at all).

21 Fusion Garage objects that this request is vague and ambiguous.

22 REQUEST FOR PRODUCTION NO. 9:

23 All documents constituting or concerning communications in which you indicated that  
24 TechCrunch or Michael Arrington was not providing resources, work, contributions, technology,  
25 staff, expertise, introductions, money, or benefits that it or he should have provided.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

28

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
3 action.

4 Fusion Garage further objects to this request on the ground that it seeks information  
5 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
6 privileges.

7 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
8 harassing, and overbroad with respect to scope.

9 Subject to the foregoing general and specific objections, Fusion Garage will produce any  
10 non-privileged responsive documents within its possession, custody, or control upon entry of a  
11 protective order.

12

13 REQUEST FOR PRODUCTION NO. 10:

14 All documents constituting or concerning communications in which you indicated that  
15 TechCrunch or Michael Arrington failed to fulfill any promises they made.

16 RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

17 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

18 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
19 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
20 action.

21 Fusion Garage further objects to this request on the ground that it seeks information  
22 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
23 privileges.

24 Subject to the foregoing general and specific objections, Fusion Garage will produce any  
25 non-privileged responsive documents within its possession, custody, or control upon entry of a  
26 protective order.

27

28

1 REQUEST FOR PRODUCTION NO. 11:

2 All documents constituting or concerning communications regarding promises  
3 TechCrunch or Michael Arrington made to you.

4 RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

5 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

6 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
7 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
8 action.

9 Fusion Garage further objects to this request on the ground that it seeks information  
10 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
11 privileges.

12 Fusion Garage further objects to this request to the extent that it seeks information that is  
13 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

14 Subject to the foregoing general and specific objections, Fusion Garage will produce any  
15 non-privileged responsive documents within its possession, custody, or control upon entry of a  
16 protective order.

17  
18 REQUEST FOR PRODUCTION NO. 12:

19 All documents concerning the design, development or writing of software for the  
20 CrunchPad.

21 RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

22 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

23 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
24 purports to encompass Fusion Garage's products, including the JooJoo.

25 Fusion Garage further objects to this request to the extent it seeks information regarding  
26 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
27 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
28 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the

1 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
2 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

3 Fusion Garage further objects to this request on the ground that it assumes facts not in  
4 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
5 that there is no such device.

6 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
7 and/or business-sensitive material of Fusion Garage (in light of the definition of "CrunchPad") and  
8 no protective order is in place in this action.

9 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
10 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
11 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
12 contend Defendant misappropriated. That code section provides that "before commencing  
13 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
14 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
15 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
16 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
17 particularity (or at all).

18 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

19 Fusion Garage further objects to this request on the ground that it seeks information which  
20 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, as  
21 there is no evidence that Plaintiffs contributed any software.

22  
23 REQUEST FOR PRODUCTION NO. 13:

24 All documents concerning the design, development or writing of software for the JooJoo.

25 RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

26 Fusion Garage incorporates each of its General Objections as expressly set forth therein.  
27  
28

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
3 action.

4 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
5 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
6 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
7 contend Defendant misappropriated. That code section provides that "before commencing  
8 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
9 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
10 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
11 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
12 particularity (or at all).

13 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

14 Fusion Garage further objects to this request on the ground that it seeks information which  
15 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, as  
16 there is no evidence that Plaintiffs contributed any software.

17  
18 REQUEST FOR PRODUCTION NO. 14:

19 All documents concerning the design of the CrunchPad, including but not limited to  
20 industrial design, hardware, software, feature set, and user interface.

21 RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

22 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

23 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
24 purports to encompass Fusion Garage's products, including the JooJoo.

25 Fusion Garage further objects to this request to the extent it seeks information regarding  
26 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
27 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
28 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the

1 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
2 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

3 Fusion Garage further objects to this request on the ground that it assumes facts not in  
4 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
5 that there is no such device.

6 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
7 and/or business-sensitive material of Fusion Garage (in light of the definition of "CrunchPad") and  
8 no protective order is in place in this action.

9 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
10 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
11 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
12 contend Defendant misappropriated. That code section provides that "before commencing  
13 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
14 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
15 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
16 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
17 particularity (or at all).

18 Fusion Garage further objects to this request to the extent that it seeks information that is  
19 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert  
20 that the CrunchPad is their device.

21

22 REQUEST FOR PRODUCTION NO. 15:

23 All documents concerning the design of the JooJoo, including but not limited to industrial  
24 design, hardware, software, feature set, and user interface.

25 RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

26 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

27

28

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
3 action.

4 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
5 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
6 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
7 contend Defendant misappropriated. That code section provides that "before commencing  
8 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
9 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
10 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
11 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
12 particularity (or at all).

13 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
14 harassing, and overbroad with respect to scope.

15 Fusion Garage further objects that this request is vague and ambiguous.

16 REQUEST FOR PRODUCTION NO. 16:

17 Documents sufficient to identify all suppliers of any components of the JooJoo device.

18 RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

19 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

20 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
21 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
22 action.

23 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
24 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
25 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
26 contend Defendant misappropriated. That code section provides that "before commencing  
27 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
28 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*

1 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
2 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
3 particularity (or at all).

4 Fusion Garage further objects to this request on the ground that it seeks information the  
5 disclosure of which would violate the privacy rights of individuals who are not parties to this  
6 action.

7 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
8 harassing, and overbroad with respect to scope.

9 Fusion Garage further objects to this request on the ground that it seeks information which  
10 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

11

12 REQUEST FOR PRODUCTION NO. 17:

13 All documents concerning user experience testing of the CrunchPad.

14 RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

15 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

16 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
17 purports to encompass Fusion Garage's products, including the JooJoo.

18 Fusion Garage further objects to this request to the extent it seeks information regarding  
19 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
20 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
21 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the  
22 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
23 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

24 Fusion Garage further objects to this request on the ground that it assumes facts not in  
25 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
26 that there is no such device.

27 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
28 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed

1 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade  
2 secrets or proprietary information they contend Defendant misappropriated. That code section  
3 provides that "before commencing discovery relating to the trade secret, the party alleging the  
4 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §  
5 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.  
6 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their  
7 alleged trade secret(s) with the required particularity (or at all).

8 Fusion Garage further objects to this request on the ground that it seeks confidential,  
9 proprietary, and/or business-sensitive material of Fusion Garage (in light of the definition of  
10 "CrunchPad") and no protective order is in place in this action.

11 Fusion Garage further objects to this request to the extent that it seeks information that is  
12 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert  
13 that the CrunchPad is their device.

14 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.  
15

16 REQUEST FOR PRODUCTION NO. 18:

17 All documents concerning user experience testing of the JooJoo.

18 RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

19 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

20 Fusion Garage objects that this request seeks trade secret and/or proprietary information of  
21 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §  
22 2019.210, or otherwise identify the trade secrets or proprietary information they contend  
23 Defendant misappropriated. That code section provides that "before commencing discovery  
24 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret  
25 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*  
26 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §  
27 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity  
28 (or at all).

1 Fusion Garage further objects to this request on the ground that it seeks confidential,  
2 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
3 in this action.

4 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

5 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
6 harassing, and overbroad with respect to scope.

7  
8 REQUEST FOR PRODUCTION NO. 19:

9 All documents concerning user documentation for the CrunchPad.

10 RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

11 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

12 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
13 purports to encompass Fusion Garage's products, including the JooJoo.

14 Fusion Garage further objects to this request to the extent it seeks information regarding  
15 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
16 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
17 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the  
18 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
19 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

20 Fusion Garage further objects to this request on the ground that it assumes facts not in  
21 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
22 that there is no such device.

23 Fusion Garage further objects to this request on the ground that it is vague and ambiguous  
24 as to the term "user documentation."

25 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
26 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed  
27 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade  
28 secrets or proprietary information they contend Defendant misappropriated. That code section

1 provides that "before commencing discovery relating to the trade secret, the party alleging the  
2 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §  
3 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.  
4 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their  
5 alleged trade secret(s) with the required particularity (or at all).

6 Fusion Garage further objects to this request to the extent that it seeks information that is  
7 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert  
8 that the CrunchPad is their device.

9  
10 REQUEST FOR PRODUCTION NO. 20:

11 All documents concerning user documentation for the JooJoo.

12 RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

13 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

14 Fusion Garage objects to this request on the ground that it is vague and ambiguous as to  
15 the term "user documentation."

16 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
17 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
18 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
19 contend Defendant misappropriated. That code section provides that "before commencing  
20 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
21 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
22 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
23 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
24 particularity (or at all).

25 Fusion Garage further objects to this request on the ground that it seeks confidential,  
26 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
27 in this action.

1 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
2 harassing, and overbroad with respect to scope.

3  
4 REQUEST FOR PRODUCTION NO. 21:

5 All documents concerning marketing of the CrunchPad.

6 RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

7 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

8 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
9 purports to encompass Fusion Garage's products, including the JooJoo.

10 Fusion Garage further objects to this request to the extent it seeks information regarding  
11 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
12 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
13 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the  
14 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
15 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

16 Fusion Garage further objects to this request on the ground that it assumes facts not in  
17 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
18 that there is no such device.

19 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
20 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed  
21 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade  
22 secrets or proprietary information they contend Defendant misappropriated. That code section  
23 provides that "before commencing discovery relating to the trade secret, the party alleging the  
24 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §  
25 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.  
26 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their  
27 alleged trade secret(s) with the required particularity (or at all).

1 Fusion Garage further objects to this request on the ground that it assumes facts not in  
2 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
3 that there is no such device.

4 Fusion Garage further objects to this request to the extent that it seeks information that is  
5 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert  
6 that the CrunchPad is their device.

7 Fusion Garage further objects to this request on the ground that it seeks information which  
8 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

9

10 REQUEST FOR PRODUCTION NO. 22:

11 All documents concerning marketing of the JooJoo.

12 RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

13 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

14 Fusion Garage objects that this request seeks trade secret and/or proprietary information of  
15 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §  
16 2019.210, or otherwise identify the trade secrets or proprietary information they contend  
17 Defendant misappropriated. That code section provides that "before commencing discovery  
18 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret  
19 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*  
20 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §  
21 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity  
22 (or at all).

23 Fusion Garage further objects to this request on the ground that it seeks confidential,  
24 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
25 in this action.

26 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
27 harassing, and overbroad with respect to scope.

28

1 REQUEST FOR PRODUCTION NO. 23:

2 All documents concerning plans for the development, design, manufacturing, marketing,  
3 advertising and promotion, and distribution of the CrunchPad.

4 RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

5 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

6 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
7 purports to encompass Fusion Garage's products, including the JooJoo.

8 Fusion Garage further objects to this request to the extent it seeks information regarding  
9 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
10 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
11 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the  
12 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
13 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

14 Fusion Garage further objects to this request on the ground that it assumes facts not in  
15 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
16 that there is no such device.

17 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
18 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed  
19 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade  
20 secrets or proprietary information they contend Defendant misappropriated. That code section  
21 provides that "before commencing discovery relating to the trade secret, the party alleging the  
22 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §  
23 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.  
24 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their  
25 alleged trade secret(s) with the required particularity (or at all).

26 Fusion Garage further objects to this request on the ground that it seeks confidential,  
27 proprietary, and/or business-sensitive material of Fusion Garage (in light of the definition of  
28 "CrunchPad") and no protective order is in place in this action.

1 Fusion Garage further objects to this request to the extent that it seeks information that is  
2 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert  
3 that the CrunchPad is their device.

4 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
5 harassing, and overbroad (in light of the definition of "CrunchPad") with respect to scope.  
6

7 REQUEST FOR PRODUCTION NO. 24:

8 All documents concerning plans for the development, design, manufacturing, marketing,  
9 advertising and promotion, and distribution of the JooJoo.

10 RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

11 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

12 Fusion Garage objects that this request seeks trade secret and/or proprietary information of  
13 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §  
14 2019.210, or otherwise identify the trade secrets or proprietary information they contend  
15 Defendant misappropriated. That code section provides that "before commencing discovery  
16 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret  
17 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*  
18 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §  
19 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity  
20 (or at all).

21 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
22 harassing, and overbroad with respect to scope.

23 Fusion Garage further objects to this request on the ground that it seeks confidential,  
24 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
25 in this action.

26 Fusion Garage further objects to this request on the ground that it is vague and ambiguous  
27 as to the term "development, design, [and] manufacturing."  
28

1 REQUEST FOR PRODUCTION NO. 25:

2 All documents constituting or concerning communications with Pegatron.

3 RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

4 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

5 Fusion Garage objects to this request on the ground that it is vague and ambiguous, as it  
6 does not specify the other party to the requested communications. Without specifying the other  
7 party, Fusion Garage cannot determine which communications are being requested.

8 Fusion Garage further objects to this request on the ground that it seeks confidential,  
9 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
10 in this action.

11 Fusion Garage further objects to this request to the extent that it seeks information that is  
12 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

13 Fusion Garage further objects to this request on the ground that it seeks information the  
14 disclosure of which would violate the privacy rights of individuals who are not parties to this  
15 action.

16 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
17 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
18 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
19 contend Defendant misappropriated. That code section provides that "before commencing  
20 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
21 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
22 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
23 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
24 particularity (or at all).

25

26 REQUEST FOR PRODUCTION NO. 26:

27 All documents concerning plans for or discussions of a merger between you and  
28 CrunchPad, Inc.

1 RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

2 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

3 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
4 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
5 action.

6 Fusion Garage further objects to this request to the extent that it seeks information that is  
7 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

8 Fusion Garage further objects to this request on the ground that it seeks information  
9 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
10 privileges.

11 Subject to the foregoing general and specific objections, Fusion Garage will produce any  
12 non-privileged documents within its possession, custody, or control, to the extent that such  
13 documents do not disclose Fusion Garage's proprietary information.

14  
15 REQUEST FOR PRODUCTION NO. 27:

16 All documents concerning communications concerning a merger between you and  
17 CrunchPad, Inc.

18 RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

19 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

20 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
21 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
22 action.

23 Fusion Garage further objects to this request to the extent that it seeks information that is  
24 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

25 Fusion Garage further objects to this request on the ground that it seeks information  
26 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
27 privileges.

28

1 Subject to the foregoing general and specific objections, Fusion Garage will produce any  
2 non-privileged documents within its possession, custody, or control, to the extent that such  
3 documents do not disclose Fusion Garage's proprietary information.  
4

5 REQUEST FOR PRODUCTION NO. 28:

6 All documents concerning communications with your investors.

7 RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

8 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

9 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
10 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
11 action.

12 Fusion Garage further objects to this request on the ground that it seeks information the  
13 disclosure of which would violate the privacy rights of individuals who are not parties to this  
14 action.

15 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
16 harassing, and overbroad with respect to scope.

17 Fusion Garage further objects to this request on the ground that it seeks information which  
18 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

19 Fusion Garage further objects to this request on the ground that it seeks information  
20 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
21 privileges.  
22

23 REQUEST FOR PRODUCTION NO. 29:

24 All documents concerning communications with your creditors concerning the CrunchPad  
25 or the JooJoo.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.  
28

1 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
2 purports to encompass Fusion Garage's products, including the JooJoo.

3 Fusion Garage further objects to this request to the extent it seeks information regarding  
4 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
5 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
6 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the  
7 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
8 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

9 Fusion Garage further objects to this request on the ground that it assumes facts not in  
10 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
11 that there is no such device.

12 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
13 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
14 action.

15 Fusion Garage further objects to this request on the ground that it seeks information the  
16 disclosure of which would violate the privacy rights of individuals who are not parties to this  
17 action.

18 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
19 harassing, and overbroad with respect to scope.

20 Fusion Garage further objects to this request on the ground that it seeks information which  
21 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

22 Fusion Garage further objects to this request on the ground that it seeks information  
23 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
24 privileges.

25  
26 REQUEST FOR PRODUCTION NO. 30:

27 All documents evidencing or concerning communications with or of McGrath Power,  
28 including but not limited to Derek James.

1 RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

2 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

3 Fusion Garage objects to this request on the ground that it is vague and ambiguous, as it  
4 does not specify the other party to the requested communications. Without specifying the other  
5 party, Fusion Garage cannot determine which communications are being requested.

6 Fusion Garage further objects to this request on the ground that it seeks confidential,  
7 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
8 in this action.

9 Fusion Garage further objects to this request on the ground that it is unduly burdensome  
10 and overbroad with respect to scope.

11 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
12 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
13 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
14 contend Defendant misappropriated. That code section provides that "before commencing  
15 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
16 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
17 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
18 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
19 particularity (or at all).

20 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
21 harassing, and overbroad with respect to scope.

22 Fusion Garage further objects to this request on the ground that it seeks information which  
23 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

24  
25 REQUEST FOR PRODUCTION NO. 31:

26 All documents evidencing or concerning communications with PayPal.

27 RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

28 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

1 Fusion Garage objects to this request on the ground that it is vague and ambiguous, as it  
2 does not specify the other party to the requested communications. Without specifying the other  
3 party, Fusion Garage cannot determine which communications are being requested.

4 Fusion Garage further objects to this request on the ground that it seeks confidential,  
5 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
6 in this action.

7 Fusion Garage further objects to this request on the ground that it seeks information the  
8 disclosure of which would violate the privacy rights of individuals who are not parties to this  
9 action.

10 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
11 harassing, and overbroad with respect to scope.

12 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
13 *customer* information of Fusion Garage but Plaintiffs have failed to comply with California Code  
14 of Civil Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information  
15 they contend Defendant misappropriated. That code section provides that "before commencing  
16 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
17 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
18 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
19 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
20 particularity (or at all).

21  
22 REQUEST FOR PRODUCTION NO. 32:

23 All documents evidencing or concerning communications concerning intellectual property  
24 in the CrunchPad.

25 RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

26 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

27 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
28 purports to encompass Fusion Garage's products, including the JooJoo.

1 Fusion Garage further objects to this request to the extent it seeks information regarding  
2 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
3 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
4 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the  
5 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
6 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

7 Fusion Garage further objects to this request on the ground that it assumes facts not in  
8 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
9 that there is no such device.

10 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
11 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed  
12 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade  
13 secrets or proprietary information they contend Defendant misappropriated. That code section  
14 provides that "before commencing discovery relating to the trade secret, the party alleging the  
15 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §  
16 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.  
17 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their  
18 alleged trade secret(s) with the required particularity (or at all).

19 Fusion Garage further objects to this request on the ground that it seeks confidential,  
20 proprietary, and/or business-sensitive material of Fusion Garage (in light of the definition of  
21 "CrunchPad") and no protective order is in place in this action.

22 Fusion Garage further objects to this request on the ground that it seeks information  
23 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
24 privileges.

25 Fusion Garage further objects to this request to the extent that it seeks information that is  
26 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert  
27 that the CrunchPad is their device.

28

1 REQUEST FOR PRODUCTION NO. 33:

2 All documents evidencing or concerning communications concerning intellectual property  
3 in the JooJoo.

4 RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

5 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

6 Fusion Garage objects that this request seeks trade secret and/or proprietary information of  
7 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §  
8 2019.210, or otherwise identify the trade secrets or proprietary information they contend  
9 Defendant misappropriated. That code section provides that "before commencing discovery  
10 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret  
11 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*  
12 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §  
13 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity  
14 (or at all).

15 Fusion Garage further objects to this request on the ground that it seeks confidential,  
16 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
17 in this action.

18 Fusion Garage further objects to this request on the ground that it seeks information  
19 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
20 privileges.

21 Fusion Garage objects that this request is overbroad, unduly burdensome, and harassing.

22 Fusion Garage objects that this request is vague and ambiguous.

23  
24 REQUEST FOR PRODUCTION NO. 34:

25 All documents concerning contracts, agreements or understandings concerning the  
26 CrunchPad or the project to develop it.

27 RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

28 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

1 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
2 purports to encompass Fusion Garage's products, including the JooJoo.

3 Fusion Garage further objects to this request to the extent it seeks information regarding  
4 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
5 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
6 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the  
7 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
8 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

9 Fusion Garage further objects to this request on the ground that it assumes facts not in  
10 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
11 that there is no such device.

12 Fusion Garage further objects to this request on the ground that it seeks confidential,  
13 proprietary, and/or business-sensitive material of Fusion Garage (in light of the definition of  
14 "CrunchPad") and no protective order is in place in this action.

15 Fusion Garage further objects to this request on the ground that it seeks information  
16 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
17 privileges.

18 Fusion Garage further objects to this request on the ground that it is vague and ambiguous  
19 as to the term "understandings."

20 Subject to the foregoing general and specific objections, Fusion Garage responds that there  
21 are no contracts or agreements between Fusion Garage and Plaintiffs.

22  
23 REQUEST FOR PRODUCTION NO. 35:

24 All documents concerning contracts, agreements or other understandings concerning the  
25 JooJoo.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.  
28

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
3 action.

4 Fusion Garage further objects to this request on the ground that it seeks information  
5 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
6 privileges.

7 Fusion Garage further objects to this request on the ground that it seeks information the  
8 disclosure of which would violate the privacy rights of individuals who are not parties to this  
9 action.

10 Fusion Garage further objects to this request on the ground that it is vague and ambiguous  
11 as to the term "understandings."

12 Fusion Garage objects that this request seeks trade secret and/or proprietary information of  
13 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §  
14 2019.210, or otherwise identify the trade secrets or proprietary information they contend  
15 Defendant misappropriated. That code section provides that "before commencing discovery  
16 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret  
17 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*  
18 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §  
19 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity  
20 (or at all).

21 Fusion Garage further objects to this request on the ground that it seeks confidential,  
22 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
23 in this action.

24 REQUEST FOR PRODUCTION NO. 36:

25 All documents concerning sales, orders, or pre-orders of the JooJoo.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

28

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
3 action.

4 Fusion Garage further objects to this request on the ground that it seeks information the  
5 disclosure of which would violate the privacy rights of individuals who are not parties to this  
6 action.

7 Fusion Garage further objects that this request seeks documents that are neither relevant  
8 nor reasonably calculated to lead to the discovery of admissible information.

9 Fusion Garage objects that this request seeks trade secret and/or proprietary customer  
10 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
11 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
12 contend Defendant misappropriated. That code section provides that "before commencing  
13 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
14 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
15 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
16 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
17 particularity (or at all).

18 REQUEST FOR PRODUCTION NO. 37:

19 A complete copy of all versions of the source codes, object codes, and executables for the  
20 CrunchPad.

21 RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

22 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

23 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
24 purports to encompass Fusion Garage's products, including the JooJoo.

25 Fusion Garage further objects to this request to the extent it seeks information regarding  
26 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
27 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
28 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the

1 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
2 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

3 Fusion Garage further objects to this request on the ground that it assumes facts not in  
4 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
5 that there is no such device.

6 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
7 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed  
8 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade  
9 secrets or proprietary information they contend Defendant misappropriated. That code section  
10 provides that "before commencing discovery relating to the trade secret, the party alleging the  
11 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §  
12 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.  
13 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their  
14 alleged trade secret(s) with the required particularity (or at all).

15 Fusion Garage further objects to this request on the ground that it seeks confidential,  
16 proprietary, and/or business-sensitive material of Fusion Garage (in light of the definition of  
17 "CrunchPad") and no protective order is in place in this action.

18 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

19 Fusion Garage further objects to this request on the ground that it seeks information which  
20 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, as  
21 there is no evidence that Plaintiffs contributed any source code, object codes, or executables.

22  
23 REQUEST FOR PRODUCTION NO. 38:

24 A complete copy of all versions of the source codes, object codes, and executables for the  
25 JooJoo.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

28

1 Fusion Garage objects that this request seeks trade secret and/or proprietary information of  
2 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §  
3 2019.210, or otherwise identify the trade secrets or proprietary information they contend  
4 Defendant misappropriated. That code section provides that "before commencing discovery  
5 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret  
6 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*  
7 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §  
8 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity  
9 (or at all).

10 Fusion Garage further objects to this request on the ground that it seeks confidential,  
11 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
12 in this action.

13 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

14 Fusion Garage further objects to this request on the ground that it seeks information which  
15 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, as  
16 there is no evidence that Plaintiffs contributed any source code, object codes, or executables.

17 Fusion Garage further objects that the request is overbroad, unduly burdensome, and  
18 harassing.

19 REQUEST FOR PRODUCTION NO. 39:

20 All documents concerning plans for and selection of a brand name for the JooJoo or a  
21 related domain name.

22 RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

23 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

24 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
25 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
26 action.

27

28

1 Fusion Garage further objects to this request on the ground that it seeks information  
2 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
3 privileges.

4 Fusion Garage further objects to this request on the ground that it seeks information which  
5 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.  
6

7 REQUEST FOR PRODUCTION NO. 40:

8 All documents that mention both (a) the JooJoo and (b) the CrunchPad, TechCrunch, or  
9 Michael Arrington.

10 RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

11 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

12 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
13 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
14 action.

15 Fusion Garage further objects to this request on the ground that it seeks information  
16 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
17 privileges.

18 Fusion Garage further objects to this request on the ground that it is unduly burdensome  
19 and overbroad with respect to scope.

20 Fusion Garage objects that this request is vague, ambiguous, and incomprehensible,  
21 particularly in light of the definitions of the terms this request uses.  
22

23 REQUEST FOR PRODUCTION NO. 41:

24 All drafts and internal communications concerning or leading up to your November 17,  
25 2009 email to Michael Arrington, contained within Exhibit D to the Complaint.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.  
28

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
3 action.

4 Fusion Garage further objects to this request on the ground that it seeks information  
5 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
6 privileges.

7 Fusion Garage further objects to this request on the ground that it is vague, ambiguous and  
8 incomprehensible with respect to those communications "leading up to" the November 17, 2009  
9 email.

10

11 REQUEST FOR PRODUCTION NO. 42:

12 The complete contents of Fusion Garage.com, the Fusion Garage blog, and all other  
13 blogging and social media comments you have posted.

14 RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

15 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

16 Fusion Garage objects to this request on the ground that it is unduly burdensome,  
17 harassing, and overbroad with respect to scope, as it seeks the contents of an entire website.

18 Fusion Garage further objects to this request to the extent that it seeks information that is  
19 in the custody or control of Plaintiffs and/or equally available from Plaintiffs or from the Internet.

20 Fusion Garage further objects to this request on the ground that it seeks information which  
21 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

22

23 REQUEST FOR PRODUCTION NO. 43:

24 All documents concerning communications with any vendors, contractors, or suppliers,  
25 including but not limited to Pegatron, relating to the JooJoo.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

28

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
3 action.

4 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
5 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
6 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
7 contend Defendant misappropriated. That code section provides that "before commencing  
8 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
9 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
10 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
11 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
12 particularity (or at all).

13 Fusion Garage objects that this request seeks documents that are neither relevant nor  
14 reasonably calculated to lead to the discovery of admissible information.

15 REQUEST FOR PRODUCTION NO. 44:

16 All documents concerning communications with any vendors, contractors, or suppliers,  
17 including but not limited to Pegatron, concerning the CrunchPad or the project to develop the  
18 CrunchPad.

19 RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

20 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

21 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
22 purports to encompass Fusion Garage's products, including the JooJoo.

23 Fusion Garage further objects to this request to the extent it seeks information regarding  
24 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
25 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
26 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the  
27 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
28 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
2 and/or business-sensitive material of Fusion Garage (in light of the definition of "CrunchPad") and  
3 no protective order is in place in this action.

4 Fusion Garage further objects to this request to the extent that it seeks information that is  
5 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert  
6 that the CrunchPad is their device.

7  
8 REQUEST FOR PRODUCTION NO. 45:

9 All design documents, bill of materials, and other technical materials concerning the  
10 CrunchPad.

11 RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

12 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

13 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
14 purports to encompass Fusion Garage's products, including the JooJoo.

15 Fusion Garage further objects to this request to the extent it seeks information regarding  
16 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
17 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
18 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the  
19 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
20 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

21 Fusion Garage further objects to this request on the ground that it assumes facts not in  
22 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
23 that there is no such device.

24 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
25 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed  
26 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade  
27 secrets or proprietary information they contend Defendant misappropriated. That code section  
28 provides that "before commencing discovery relating to the trade secret, the party alleging the

1 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §  
2 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.  
3 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their  
4 alleged trade secret(s) with the required particularity (or at all).

5 Fusion Garage further objects to this request on the ground that it seeks confidential,  
6 proprietary, and/or business-sensitive material of Fusion Garage (in light of the definition of  
7 "CrunchPad") and no protective order is in place in this action.

8 Fusion Garage further objects to this request to the extent that it seeks information that is  
9 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert  
10 that the CrunchPad is their device.

11 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

12  
13 REQUEST FOR PRODUCTION NO. 46:

14 All design documents, bill of materials, and other technical materials concerning the  
15 JooJoo.

16 RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

17 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

18 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
19 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
20 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
21 contend Defendant misappropriated. That code section provides that "before commencing  
22 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
23 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
24 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
25 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
26 particularity (or at all).

1 Fusion Garage further objects to this request on the ground that it seeks confidential,  
2 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
3 in this action.

4 Fusion Garage further objects to this request on the ground that it is unduly burdensome,  
5 harassing, and overbroad with respect to scope.

6 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

7  
8 REQUEST FOR PRODUCTION NO. 47:

9 Documents sufficient to reveal the daily itineraries of all visits to the United States by you  
10 or any person acting on your behalf, including the locations of any work performed during the  
11 visits.

12 RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

13 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

14 Fusion Garage objects to this request on the ground that it seeks information which is  
15 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

16 Fusion Garage further objects to this request on the ground that it seeks confidential,  
17 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place  
18 in this action.

19 Fusion Garage further objects to this request on the grounds that it seeks information  
20 which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

21 Fusion Garage further objects to this request on the ground that it seeks information the  
22 disclosure of which would violate the privacy rights of individuals who are not parties to this  
23 action.

24 REQUEST FOR PRODUCTION NO. 48:

25 All documents concerning any revenues earned by you, including but not limited to  
26 revenues generated or anticipated for pre-orders of the JooJoo.

27 RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

28 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,  
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this  
3 action.

4 Fusion Garage further objects to this request on the ground that it is unduly burdensome  
5 and overbroad with respect to scope, to the extent that it seeks revenues that bear no relation to the  
6 JooJoo.

7 Fusion Garage further objects that this request seeks trade secret and/or proprietary  
8 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil  
9 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they  
10 contend Defendant misappropriated. That code section provides that "before commencing  
11 discovery relating to the trade secret, the party alleging the misappropriation shall identify the  
12 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*  
13 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale  
14 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required  
15 particularity (or at all).

16 Fusion Garage further objects that this request seeks documents that are neither relevant  
17 nor reasonably calculated to lead to the discovery of admissible information.

18 REQUEST FOR PRODUCTION NO. 49:

19 All documents concerning government approvals or certifications concerning the JooJoo or  
20 the CrunchPad, including but not limited to Federal Communications Commission approval.

21 RESPONSE TO REQUEST FOR PRODUCTION NO. 49:

22 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

23 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it  
24 purports to encompass Fusion Garage's products, including the JooJoo.

25 Fusion Garage further objects to this request to the extent it seeks information regarding  
26 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that  
27 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as  
28 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the

1 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to  
2 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

3 Fusion Garage further objects to this request on the ground that it assumes facts not in  
4 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding  
5 that there is no such device.

6 Fusion Garage further objects to this request on the ground that it seeks information  
7 protected by the attorney-client privilege, the work-product doctrine, and other applicable  
8 privileges.

9 Fusion Garage further objects to this request to the extent that it seeks information that is  
10 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

11  
12  
13 DATED: February 5 2010

QUINN EMANUEL URQUHART OLIVER &  
HEDGES, LLP

14  
15 By   
16 Patrick Doolittle

**EXHIBIT C**  
**to**  
**Declaration of David Bloch**

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David S. Bloch (SBN: 184530)  
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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

INTERSERVE, INC., dba TECHCRUNCH,  
a Delaware corporation, and CRUNCHPAD,  
INC., a Delaware corporation,

Plaintiffs,

vs.

FUSION GARAGE PTE. LTD., a Singapore  
company,

Defendant.

Case No. CV-09-5812 JW (PVT)

INTERSERVE DBA TECHCRUNCH'S  
RESPONSE TO FUSION GARAGE PTE.  
LTD.'S INTERROGATORIES, SET ONE,  
TO TECHCRUNCH

Interserve, Inc. dba TechCrunch ("TechCrunch") hereby responds to Fusion Garage Pte.  
Ltd.'s Interrogatories, Set One, to TechCrunch as follows:

**GENERAL OBJECTIONS**

TechCrunch makes the following general objections, whether or not separately set forth in  
response to each and every instruction, definition and interrogatory:

1. TechCrunch objects to each interrogatory to the extent that it seeks information that is  
protected by the attorney-client privilege, the work product privilege and/or any other applicable  
privilege. Such information will not be disclosed. Any inadvertent disclosure of such information  
shall not be deemed a waiver of the attorney-client privilege, the attorney work product doctrine, or  
any other applicable privilege or immunity recognized by statute or case law.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 4**

2 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks  
3 information outside the scope of permissible discovery because it seeks information that is not  
4 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the  
5 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and  
6 ambiguous. TechCrunch also objects to the extent this interrogatory seeks information protected by  
7 the attorney-client privilege or the work product doctrine.

8 Without waiving and subject to TechCrunch's general and specific objections, TechCrunch  
9 incorporates by reference its response to Interrogatory No. 1.

10 **SPECIAL INTERROGATORY NO. 5**

11 Describe with particularity the entire content of every alleged trade secret that YOU contend  
12 DEFENDANT misappropriated.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 5**

14 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks  
15 information outside the scope of permissible discovery because it seeks information that is not  
16 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the  
17 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and  
18 ambiguous. TechCrunch also objects to the extent this interrogatory seeks information protected by  
19 the attorney-client privilege or the work product doctrine.

20 Without waiving and subject to TechCrunch's general and specific objections, TechCrunch  
21 responds as follows: TechCrunch does not assert a cause of action for misappropriation of trade  
22 secrets in its Complaint.

23 **SPECIAL INTERROGATORY NO. 6**

24 IDENTIFY all DOCUMENTS that contain or memorialize every alleged trade secret that  
25 YOU identified in response to Interrogatory No. 5.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 6**

27 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks  
28 information outside the scope of permissible discovery because it seeks information that is not

1 promised CrunchPad and TechCrunch that a launch prototype of the CrunchPad would be ready for  
2 a public debut on November 20, 2009. It did not fulfill that promise.  
3

4 Dated: February 8, 2010

WINSTON & STRAWN LLP

By: 

Andrew P. Bridges  
David S. Bloch  
Nicholas Short  
Attorneys for Plaintiff  
INTERSERVE, INC., dba  
TECHCRUNCH

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**EXHIBIT D**  
**to**  
**Declaration of David Bloch**

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

INTERSERVE, INC., dba TECHCRUNCH, )  
a Delaware corporation, and CRUNCHPAD, )  
INC., a Delaware corporation, )

Plaintiffs,

vs.

FUSION GARAGE PTE. LTD., a Singapore )  
company, )

Defendant. )

Case No. CV-09-5812 JW (PVT)

CRUNCHPAD INC.'S RESPONSE TO  
FUSION GARAGE PTE. LTD.'S  
INTERROGATORIES, SET ONE, TO  
CRUNCHPAD, INC.

CrunchPad Inc. hereby responds to Fusion Garage's Pte. Ltd.'s Interrogatories, Set One, to  
CrunchPad, Inc. as follows:

**GENERAL OBJECTIONS**

CrunchPad makes the following general objections, whether or not separately set forth in  
response to each and every instruction, definition and interrogatory:

1. CrunchPad objects to each interrogatory to the extent that it seeks information that is  
protected by the attorney-client privilege, the work product privilege and/or any other applicable  
privilege. Such information will not be disclosed. Any inadvertent disclosure of such information  
shall not be deemed a waiver of the attorney-client privilege, the attorney work product doctrine, or  
any other applicable privilege or immunity recognized by statute or case law.

1 **SPECIAL INTERROGATORY NO. 4**

2 Describe with particularity every contribution that YOU allege YOU made to the alleged  
3 collaboration with DEFENDANT relating to the development of the CrunchPad web tablet or any of  
4 its prototypes.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 4**

6 CrunchPad objects that this interrogatory is overbroad and unduly burdensome and seeks  
7 information outside the scope of permissible discovery because it seeks information that is not  
8 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the  
9 discovery of admissible evidence. CrunchPad further objects to this interrogatory as vague and  
10 ambiguous. CrunchPad also objects to the extent this interrogatory seeks information protected by  
11 the attorney-client privilege or the work product doctrine.

12 Without waiving and subject to CrunchPad's general and specific objections, CrunchPad  
13 incorporates by reference its response to Interrogatory No. 1.

14 **SPECIAL INTERROGATORY NO. 5**

15 Describe with particularity the entire content of every alleged trade secret that YOU contend  
16 DEFENDANT misappropriated.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 5**

18 CrunchPad objects that this interrogatory is overbroad and unduly burdensome and seeks  
19 information outside the scope of permissible discovery because it seeks information that is not  
20 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the  
21 discovery of admissible evidence. CrunchPad further objects to this interrogatory as vague and  
22 ambiguous. CrunchPad also objects to the extent this interrogatory seeks information protected by  
23 the attorney-client privilege or the work product doctrine.

24 Without waiving and subject to CrunchPad's general and specific objections, CrunchPad  
25 responds as follows: CrunchPad does not assert a cause of action for misappropriation of trade  
26 secrets in its Complaint.

Winston & Strawn LLP  
101 California Street  
San Francisco, CA 94111-5802

1 Dated: February 8, 2010

WINSTON & STRAWN LLP

By: \_\_\_\_\_

Andrew P. Bridges  
David S. Bloch  
Nicholas Short  
Attorneys for Plaintiff  
INTERSERVE, INC., dba  
TECHCRUNCH

8 SF:271241.1

**EXHIBIT E**  
**to**  
**Declaration of David Bloch**

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6 Attorneys for Plaintiffs

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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN JOSE DIVISION

11 INTERSERVE, INC., dba TECHCRUNCH, )  
a Delaware corporation, and CRUNCHPAD, )  
12 INC., a Delaware corporation, )

13 Plaintiffs, )

14 vs. )

15 FUSION GARAGE PTE. LTD., a Singapore )  
company, )

16 Defendant. )  
17

Case No. CV-09-5812 JW (PVT)

PLAINTIFFS' RESPONSE TO FUSION  
GARAGE PTE. LTD.'S REQUEST FOR  
PRODUCTION OF DOCUMENTS (SET  
ONE)

18  
19 Plaintiffs Interserve, Inc. d/b/a TechCrunch and CrunchPad, Inc. hereby respond to Fusion  
20 Garage Pte. Ltd.'s Request for Production of Documents (Set One) as follows:

21 GENERAL OBJECTIONS

22 Plaintiffs makes the following general objections, whether or not separately set forth in  
23 response to each and every instruction, definition and request for production:

24 1. Plaintiffs object to each request to the extent that it seeks information that is protected  
25 by the attorney-client privilege, the work product privilege and/or any other applicable privilege.  
26 Such information will not be disclosed. Any inadvertent disclosure of such information shall not be  
27 deemed a waiver of the attorney-client privilege, the attorney work product doctrine, or any other  
28 applicable privilege or immunity recognized by statute or case law.

2. Plaintiffs object to each request to the extent that it seeks information protected by a constitutional right of privacy or applicable privacy law.

3. Plaintiffs object to each request to the extent that it seeks information not reasonably related to the claims or defenses in this matter.

4. Plaintiffs object to each request, and the instructions contained therein, to the extent they purport to impose any requirement or discovery obligation on Plaintiffs other than those set forth in the Federal Rules of Civil Procedure and the applicable rules of this Court.

5. Plaintiffs respond to the requests with information of which they are now aware and reserve the right to modify or amend their responses if and when they become aware of information not reflected in these responses.

## RESPONSE TO REQUESTS FOR PRODUCTION

### REQUEST NO. 1

All DOCUMENTS disclosing or describing each alleged "business idea" that YOU contend DEFENDANT misappropriated.

### RESPONSE TO REQUEST NO. 1

Plaintiffs object to this request as vague and ambiguous as to the meaning of "alleged 'business idea.'" Plaintiffs also object to the extent this request seeks information protected by the attorney-client privilege or the work product doctrine.

Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or control that Plaintiffs locate after a reasonable and diligent search.

### REQUEST NO. 2

All DOCUMENTS disclosing or describing each alleged trade secret that YOU contend DEFENDANT misappropriated.

### RESPONSE TO REQUEST NO. 2

Plaintiffs do not allege misappropriation of trade secrets in their Complaint. No documents are responsive to this request.

1 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
2 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
3 control that Plaintiffs locate after a reasonable and diligent search.

4  
5 Dated: February 8, 2010

WINSTON & STRAWN LLP

6  
7 By: \_\_\_\_\_

8 Andrew P. Bridges  
9 David S. Bloch  
10 Nicholas Short  
11 Attorneys for Plaintiffs

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